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Title: **National Electrical Contractors Association and International Brotherhood of Electrical Workers (IBEW), Local 124 (2003)**

K#: **8155**

Employer Name: **National Electrical Contractors Association**

Location: **Kansas City MO**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **124**

SIC: **1731**

NAICS: **23821**

Sector: **P**

Number of Workers: **1200**

Effective Date: **09/01/03**

Expiration Date: **08/28/05**

Number of Pages: **50**

Other Years Available: **N**

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K 8155
1,200 words

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September 1, 2003 through August 28, 2005

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AGREEMENT

Agreement by and between the Kansas City Division, Kansas City Chapter, National Electrical Contractors Association, Inc., and Local Union 124, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Kansas City Division, Kansas City Chapter, National Electrical Contractors Association, Inc., and the term "Union" shall mean Local Union No. 124, International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

TERM OF AGREEMENT

SECTION 1.01 Effective Date: This Agreement shall take effect September 1, 2003, and shall remain in effect until August 28, 2005 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES

SECTION 1.02(a) To Change or Terminate Agreement: Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

SECTION 1.02(b) Notice for Changes: Whenever notice is given for changes, the nature of the changes desired must be specified in the notice or no later than the first negotiating meeting, unless mutually agreed otherwise.

SECTION 1.02(c) Status of Agreement During Negotiations: The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

SECTION 1.02(d) Joint Submission of Unresolved Issues to CIR: Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council of Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council, following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

SECTION 1.02(e) Negotiation Committee's Responsibilities Toward Unresolved Issues: When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

SECTION 1.02(f) Procedure for Terminating Agreement: Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 1.03 Changes by Mutual Consent: This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto and submitted to the International Office of the IBEW for approval, the same as this Agreement.

SECTION 1.04 No Strike or Lockout: There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES - DISPUTES

SECTION 1.05 Structure of Labor Management Committee: There shall be a Labor Management Committee of four representing the Union and four representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when either party gives notice. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

SECTION 1.06 Grievances or Disputes: All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor Management Committee.

SECTION 1.07 Voting Procedures: All matters coming before the Labor Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

SECTION 1.08 Arbitration by CIR: Should the Labor Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

SECTION 1.09 Status Quo During Arbitration: When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

SECTION 2.01 Ban on Union Member Contracting: No member of the Union, while he remains a member and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

SECTION 2.02(a) Ban on Employer Working: No officer of any firm, or any person who has a financial interest in the firm, or any Superintendent or Estimator, shall perform any type of manual electrical work; however, an individual Employer may lend assistance of a minor nature to an Employee when it would be impractical to transfer another Employee to the job site.

SECTION 2.02(b) Minimum Reporting Hours for Individuals Employed by Family Members : Effective September 1, 2003, any individual employed by a firm owned by an immediate family member (i.e., parent, spouse, child or sibling; including a closely held corporation in which such a family member holds a substantial stock interest), shall have fringe benefits, as provided in this agreement, reported and paid on forty (40) hours per week, or actual hours worked whichever is greater, or on less than 40 hours per week if required documentation is kept and provided upon request.

The following records will be required for documentation of hours worked and reported for payment of benefits:

1. Federal 941 quarterly tax returns;
2. State unemployment quarterly reports for all states;
3. Federal income tax W-2's for all employees (year-to-date or quarterly payroll registers for partial years);
4. Payroll earnings records that show gross wage and hours worked;
5. Federal tax 1099's and 1096's;
6. Remittance reports for all reported trades;
7. General ledger;
8. Cash disbursements, either journal or by canceled checks;
9. Job list detailing jobs worked by location of job (listed by city, state and county);
10. Time cards or job detail by employee hours worked;
11. Certified payroll records for any jobs for which they were required;
12. Canceled checks should be available in case they are needed to verify the amounts of checks, etc.; and
13. Other records pertaining to company status, such as partnership, corporation, sole proprietor, etc. may be requested.

SECTION 2.03 Favored Nations Clause: The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.04 Union Recognition: NECA recognizes the Union as the sole and exclusive representative for all Employees covered by this Agreement, including Lead Foremen, Foremen, General Foremen, Field General Foremen and for whom the Union was certified as a collective bargaining agent by the National Labor Relations Board in Case No. 17-RC-1482, which Certification is adopted by reference and made a part of this Agreement as if fully incorporated herein.

SECTION 2.05 Employer Qualifications, Restrictions and Rights: It is agreed by the parties that the Electrical Contractor occupies a position of great trust and responsibility in the industry and it is, therefore, necessary that an Employer desiring to be a party to this Agreement must sign the Letter of Assent described in the preamble of this Agreement, and have certain qualifications, knowledge, experience and financial responsibility as follows:

- a) The Employer shall maintain a permanent place of business, open to the public during normal business hours.
- b) The Employer shall comply with all the Laws of the States, Counties and Communities in which he operates.

c) The Employer shall, upon request of the Union, provide proof of financial responsibility to meet payroll requirements and/or proof that he has available to him sufficient tools and equipment to successfully and safely perform the jobs he undertakes. The Union's decision as to the acceptability of these proofs shall be final.

d) Employers whose permanent place of business is outside of the jurisdiction of the Union, and who are temporarily engaged in doing work within the jurisdiction, shall sign a Letter of Assent as prescribed in the preamble of this Agreement for all work performed within the Union's jurisdiction.

e) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions except those specifically provided for in the collective bargaining Agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations and in discharging Employees for proper cause.

BONDING

SECTION 2.06(a) Bond Requirements: All Employers subject to the terms of this Agreement shall carry an A-Rated Bond, as rated by A. M. Best, to insure proper payments into the Local Union No. 124, IBEW-NECA Trust Funds, the National Employees Benefit Board, the Local Union No. 124, IBEW Dues Deduction Plan and other Funds, as required under this Agreement, as follows:

The bonding amount shall be a minimum amount equal to six (6) times the weekly benefit amount including union dues and NEBF per employee. Schedule A shall be adjusted from year to year to comply with this requirement.

SCHEDULE A	
0-3 Employees	\$10,500 Surety Bond
4-10 Employees	\$35,000 Surety Bond
11-30 Employees	\$105,000 Surety Bond
31-50 Employees	\$175,000 Surety Bond
51-100 Employees	\$350,000 Surety Bond
101 & Up Employees	\$450,000 Surety Bond

Employers with twelve (12) consecutive months of timely benefit payments into Local Union No. 124, IBEW-NECA Trust Funds ending September 4, 2000, and who remain current and timely thereafter, may continue to use Schedule B.

SCHEDULE B	
0-3 Employees	\$5,000 Surety Bond
4-10 Employees	\$15,000 Surety Bond
11-30 Employees	\$45,000 Surety Bond
31-50 Employees	\$65,000 Surety Bond
51-100 Employees	\$100,000 Surety Bond
101 & Up Employees	\$150,000 Surety Bond

SECTION 2.06(b) Bond Payment and Cancellation Restrictions: The Bond shall be made payable to the Local Union No. 124, IBEW-NECA Trust Funds. The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days' prior notice to the Business Manager of Local Union No. 124 and/or the Trust Fund Administrator. Proof of the execution of the Bond in the form of an affidavit executed by the Insurance Carrier shall be furnished the Business Manager and/or the Trust Fund Administrator by each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance Carrier or the Employer, without thirty (30) days' prior notification to the Business Manager and/or the Trust Fund Administrator.

SECTION 2.06(c) Conformity to Time Limitations: The aforesaid Bond shall be executed for a period of time to conform to the time limitations set forth in this Agreement, and shall be renewed as provided for in subsequent Agreements; provided, however, that in the event no agreement is reached when this Agreement or Amendments thereto terminate, such Bond shall be continued in effect by the Employer for three (3) months following such termination. However, notwithstanding anything herein to the contrary, it is understood and agreed that should an Employer breach the obligation to make timely fringe payments as defined herein, notice shall be given the Insurance Carrier of such breach by the Trust Fund Administrator not less than fifteen (15) days after such breach. It is further agreed that the Insurance Carrier may, if it so elects, cancel a Bond by giving thirty (30) days' notice, in writing, to the Business Manager and/or the Trust Fund Administrator, and the Bond shall be deemed canceled at the expiration of said thirty (30) days; provided, however, that such cancellation shall not relieve the Insurance Carrier of any liability which shall have accrued prior to the effective date of the cancellation.

SECTION 2.06(d) Escrow Account/Standby Irrevocable Letter of Credit in Lieu of Bond: If an Employer, is unable to obtain an adequate Bond, the Employer must establish a cash escrow bank account (escrow) or standby irrevocable letter of credit (credit) in a minimum amount equal to six times the weekly benefit including union dues and NEBF per employee. The Escrow account or credit shall provide that upon proof of a delinquency to the escrow or credit agent by the Trust Fund Administrator, the escrow or credit agent shall pay to the Trust Fund Administrator sufficient funds to pay the delinquent contributions, including any other amounts provided for in this Agreement

or by law. Any dispute in this regard shall be expeditiously resolved by the Labor Management Committee, which resolution shall be final and binding on the Employer, the Trust Fund Administrator and the escrow or credit agent. The Employer must maintain the applicable amount in an escrow account or letter of credit at all times. The cash so placed in escrow or credit, less any amount due any of the aforementioned Funds, shall be returned to the Employer in the event he ceases to operate under this Agreement, or in the event he obtains a Surety Bond as required in Section 2.06(a).

SECTION 2.06(e) Weekly Fringe Payment Required if Delinquent: In the event an Employer is delinquent two (2) times in one twelve-month period, or for justifiable cause as determined by the Labor Management Committee, or is unable to increase his bond as required in Section 2.06(a), the Employer shall be required to make weekly fringe benefit payments for each Employee, in an amount established by the Labor Management Committee.

SECTION 2.06(f) Labor Management Committee to Review for Compliance: All requirements of this Section shall be reviewed for compliance on a semi-annual basis by the Labor Management Committee. The Labor Management Committee shall hereby authorize and delegate authority to an Executive Committee, consisting of the NECA Chapter Manager and the Local Union Business Manager, to *declare an employer delinquent in its contributions to the fringe benefit funds in accordance with Article II, Section 2.07(a), and said Executive Committee is hereby authorized to take action set forth in Article II, Section 2.07(b) to assess liquidated damages due and owing by the delinquent employer.*

The parties hereby agree if an employer is declared delinquent by the Labor Management Committee, or the Executive Committee of the Labor Management Committee, then the provisions of Article II, Section 2.07(b) regarding liquidated damages shall be automatic and the Local Union shall be free to act in accordance with Article II, Section 2.07(f).

SECTION 2.06(g) Labor Management Committee to Approve Rules & Regulations: All rules and regulations adopted by the Fund Trustees to implement this Section 2.06 shall be approved by the Labor Management Committee and upon such approval shall become a part of this Agreement and binding on the Union and the Employers.

PAYMENT INTO FUNDS

SECTION 2.07(a) Time Requirement: Payment into all Funds, together with a monthly payroll report, as may be required, shall be mailed to reach the office of each Fund involved within fifteen (15) calendar days from the last day of the month, and shall include all hours worked through the last Sunday of the preceding month.

SECTION 2.07(b) Delinquent Payments: In the event that the payments required are not made within fifteen (15) calendar days from the last day of the month,

each Fund payment shall be subject to an assessment for liquidated damages of five percent (5%) of the amount due each fund. On and after said delinquent date, said liquidated damages shall become a part of the amount due each Fund.

SECTION 2.07(c) Method of Payment: The Employer shall make payments due to Local Union No. 124 for working dues and Voluntary Political Fund deductions, Annuity Fund-401(k) Fund Plan, Apprenticeship and Training Fund, Health and Welfare Fund, Pension Fund, Vacation and Holiday Fund, National Electrical Benefit Fund, Administrative Maintenance Fund (AMF), Labor Management Cooperation Committee (LMCC), National Labor Management Cooperation Committee (NLMCC) and NECA Chapter Service Charge (formerly NEIF), applicable to NECA members, by a single remittance in the form of a check or money order payable to the "IBEW Local Union No. 124 Benefit Trust Funds." Four (4) copies of the payroll report, one (1) for the various Local Union No. 124, IBEW Trust Funds, one (1) for the National Electrical Benefit Fund (NEBF), one (1) for the Local Benefit Board, and one (1) for the Union, shall be accurately completed and submitted with the remittance. The remittance and report(s) shall be mailed to reach the "Funds' Depository" to comply with the provisions of Section 2.07(a) above. Each Trust Fund or other Fund shall have an interest in the Employer remittance in the amount shown on the monthly report form. Upon receipt, the "Funds' Depository" shall appropriate each Fund's interest in the remittance to the bank account for the respective Fund.

SECTION 2.07(d) Failure to Comply with Provisions: The failure of an individual Employer to comply with the provisions of Section 2.07(a), (b) and (c) above, shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from the violations.

SECTION 2.07(e) Consequences of Court Action: If, as a result of violations of this Section, it is necessary for the Union, the Chapter and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section 2.07(d) above, or to defend an action which seeks to vacate such award, the Employer shall pay any fees of accountants and attorneys incurred by the Union, the Chapter and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

SECTION 2.07(f) Union's Authority to Remove Employees of Delinquent Employers: Any Employer who is found to be delinquent in his payments with reference to wage or contributions referred to in Articles IV, V, VII, VIII, IX, X, XI, XII, XIII, XVII, XVIII and/or XIX of this Agreement, shall be subject to having his Employees removed by the Union until such payments are made in full, and such removal shall not be deemed a violation of Section 1.04.

SECTION 2.07(g) Definition of Compensation: It is understood and agreed that the hourly compensation for Employees working under this Agreement is the sum of the hourly wage and fringe benefit contributions specified in this Agreement. Although the parties have agreed to divide the Employees' total hourly compensation into direct wages and indirect compensation in the form of the fringe benefit contributions specified herein, the sum of the wage payment and fringe benefit contributions is the total hourly economic benefit to be received by Employees for working under this Agreement. If an Employee is not paid this total amount, either on the paycheck or with regard to fringe benefit contributions, or both, such an Employee has not received full pay for work performed under this Agreement and shall be entitled to all remedies available, whether contractual, equitable or legal, for full payment of the total compensation due under the terms of this Agreement.

SECTION 2.08 Change of Management or Ownership: When there is any change of management, ownership and/or control of an employing firm, advance notice shall be given to the Union, and all questions concerning Letter of Assent or bonding shall be settled prior to the effective date of the change. If this is not done, the Union, at its option, may declare the entire Agreement null and void as to that firm.

SECTION 2.09 One Full-Time Journeyman: Any party to this Agreement shall employ at least one (1) Journeyman full time, except in cases of emergencies as determined by the Labor Management Committee.

SECTION 2.10 Access: The official representatives of the Union and NECA shall be allowed access to any building at any reasonable time where Employees covered by this Agreement are employed.

SECTION 2.11 Work Behind Picket Line: It shall not be a breach or violation of this Agreement if any Employee covered hereunder refuses to enter upon the premises of any Employer other than his own Employer, if the Employees of such other Employer are engaged in a strike which has been ratified or approved by a representative of such other Employees, and whom such other Employer is required to recognize under the provisions of the Labor Management Relations Act.

SECTION 2.12 Responsibilities Upon Refusal: When such a refusal takes place, the Union, or its representative, shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer due to neglect in carrying out this provision, but only when a safe place is provided for such items by the Employer.

SECTION 2.13(a) Annulment Sub-contracting Clause: The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section 2.13(b), will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been

made by the International President of the Union that such a violation or annulment has occurred.

SECTION 2.13(b) Subletting, Assigning or Transfer of Work: The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his Employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

SECTION 2.13(c) Remedy for Charges of Violations: All charges of violations of Section 2.13(b) shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.14 Scope of Work: The scope of work covered by this Agreement shall include the handling, assembling, installing, erecting, connecting and maintaining of all equipment and apparatus, and the handling of all materials required in the production and use of electricity, all as set forth in more detail in the Certification referred to in Section 2.04 hereof.

SECTION 2.15 Workman's Compensation, Social Security and Unemployment Compensation: For all Employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State in which the Employees are required to work; also, Social Security coverage, Unemployment Compensation coverage and such other protective insurance as may be required by the laws of the States in which he operates, and shall furnish satisfactory proof of such to the Union, if requested.

The Joint Labor Management Committee is empowered to enter into an agreement that provides a system of compensation benefits and/or insurance in lieu of the compensation and insurance provided under state law. It is understood and agreed that any program of compensation benefits and/or insurance shall be at least as equivalent as the benefits provided under state law.

SECTION 2.16 Equitable Distribution of Work: During periods when unemployment reaches three hundred (300) or more Journeymen who normally work under the terms of this Agreement, the Labor Management Committee shall meet and endeavor to effect a plan for equitable distribution of the work.

SECTION 2.17 Compliance with Labor Management Decisions: Compliance with all Decisions rendered pursuant to the established grievance and dispute resolution procedure, as stipulated in Article I of this Agreement, shall be accomplished within thirty (30) days of the date of such Decision, unless the Decision rendered provides for a longer period of time to comply.

If, after thirty days, an Employer or person fails to comply with such Decision, the local union and/or the local NECA Chapter may take necessary legal action to obtain the required compliance. All costs involved with taking such action shall ultimately be the responsibility of the non-complying Employer or person.

SECTION 2.18 Employer's Continued Rights: The Employer shall continue to have all rights which he had prior to the execution of this Agreement, except such rights as are relinquished herein.

SECTION 2.19 Employer to Contact NECA Before Union: The Employer shall not contact the Union offices on anything pertaining to job related matters without first giving NECA proper notification.

SECTION 2.20 Substance Abuse Program: The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interest of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

SECTION 2.21 Portability Clause: An Employer signatory to a collective bargaining agreement or to a Letter of Assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local Labor Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification or rescission by the Council on Industrial Relations.

SECTION 2.22 Industry Education: In recognition that the Employer and the Union have a common and sympathetic interest in continuing to improve the quality of those employed in the Electrical Industry, there shall be a commitment to maintaining the high quality of skill and ability upon which the industry has been built. In this spirit of commitment, the Union shall:

- a) Inform members of the availability of appropriate classes, course work and exams;
- b) Advise Inside Wiremen of the need to participate in a suitable program of training; and
- c) Notify employers of their employees who have agreed to participate in a program of training.

In keeping with the aforementioned commitment to high work quality in the industry, the Employer agrees to encourage members to attend Journeyman Wireman upgrade classes.

The LMCC will offer industry related classes. The classes shall include, but not be limited to, OSHA 10 hour, First Aid & CPR. The number of classes shall be determined by the LMCC for the term of the agreement. The cost of these classes will be covered by the LMCC.

Journeyman Wiremen shall be compensated by the LMCC for upgrade classes they attend. Such classes and compensation will be determined by the LMCC.

SECTION 2.23 Twenty-Four Hours to Comply With Reverse Order Layoff: Should a violation of Section 16.21 inadvertently occur, the Employer shall be allowed a 24 hour period (one day) to correct same prior to being found in violation of Section 16.21, paragraphs (a) through (c).

ARTICLE III

SUPERVISION

SECTION 3.01 Supervisory Personnel: Lead Foremen, Foremen, General Foremen and Field General Foremen shall be selected by and at the discretion of the Employer. As duly appointed agents of the Employer, Lead Foremen, Foremen, General Foremen and Field General Foremen shall not be subject to direction by the Union in the performance of their duties. Any dispute regarding the manner in which a Lead Foreman, Foreman, General Foreman or Field General Foreman execute their supervisory or job-management responsibilities shall be handled under the terms of this Agreement as a grievance against the Employer and not by Union disciplinary action against the Lead Foreman, Foreman, General Foreman or Field General Foreman.

SECTION 3.02 Minimum Job Supervision: The minimum job supervision shall be as follows:

- a) On all jobs where three (3) men are employed, one Journeyman Wireman shall be designated as Lead Foreman and shall receive such wages. There will not be more than one Lead Foreman per job.

b) On all jobs requiring more than three (3) men, one Journeyman Wireman shall be appointed Foreman and receive such wages. No Foreman shall supervise more than fourteen (14) men. No Foreman shall supervise more than one crew.

c) On jobs where there are two (2) Foremen, excluding one Lead Foreman, one shall be designated as General Foreman and shall receive such wages.

d) Field General Foremen shall be appointed by the Employer as required and shall receive such wages. They may be in charge of as many jobs as the Employer may require.

e) No Lead Foreman, Foreman, or General Foreman shall have the responsibility of manpower on more than one job at any one time.

f) On jobs having Foremen, Employees shall not take orders or directions, or accept layouts of any job from anyone except their Foremen.

ARTICLE IV

APPRENTICESHIP AND TRAINING

SECTION 4.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of six (6) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians and all others (unindentured, intermediate journeymen, etc.).

SECTION 4.02 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a

Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

SECTION 4.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve, as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

SECTION 4.04 There shall be only one (1) JATC and one (1) local Apprenticeship and Training Trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

SECTION 4.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 4.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 4.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from

apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

SECTION 4.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 4.12.

SECTION 4.09 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 4.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer, agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured, will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

SECTION 4.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

SECTION 4.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen (man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three

journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

SECTION 4.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

SECTION 4.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

SECTION 4.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor Management Relations Act, 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

SECTION 4.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. The current rate of contribution is:

EFFECTIVE 9/1/03	EFFECTIVE 8/30/04
\$0.60 per hour for each hour worked	\$0.60 per hour for each hour worked

This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V

HOURS

SECTION 5.01(a) Workday/Workweek: A regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Men/women must be on the job at 8:00 a.m. and remain at work until quitting time. One-half (½) hour shall be allowed for lunch, between 12:00 Noon and 1:00 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek.

SECTION 5.01(b) Altered Starting/Quitting Times: The Employer may alter the above-stated hours by two hours for the early starting and quitting time only, not to exceed eight (8) hours' work in any one day, after giving prior notification to the Local Union. For early starts only, the lunch period may be adjusted to coincide with the early starting time.

SECTION 5.01(c) Four/Ten Hour Days: The Employer, with 24 hours' prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half (1½) hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours' work must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (1½) the regular rate of pay.

OBSERVED HOLIDAYS

SECTION 5.02 Overtime & Recognized Holidays: The first four (4) hours of overtime after the normal work day, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half times (1½) the

regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double the regular straight time rate of pay. Sundays and the following holidays:

*New Year's Day
Memorial Day (last Monday in May)
Independence Day
Labor Day
Thanksgiving Day
Christmas Day*

shall be paid for at double the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double the regular straight time rate of pay, if worked.

SECTION 5.03 Labor Day: No work shall be performed on Labor Day, except in cases of emergency, and then only after permission has been obtained from the Business Manager of the Union, or his representative.

WAGES

SECTION 5.04 Wage Rates: Hourly wage rates shall become effective in the Zones and on the dates indicated:

ZONE 1

DESCRIPTION: Zone 1 shall include all the area in Kansas within the jurisdiction of the Union and the Kansas City Metropolitan Area. The Kansas City Metropolitan Area shall be defined as the Area bounded on the North by State Highway 92 in Platte and Clay Counties; on the East by a straight line running from the intersection of State Highways 92 and 33 in Clay County, to the intersection of U.S. Highway 24 and State Highway 7 in Jackson County; and South on State Highway 7 to Pleasant Hill; on the South by a straight line running from Pleasant Hill due west to the Missouri-Kansas State Line. However, the towns of Pleasant Hill and Blue Springs are excluded from Zone 1.

(a) All Electrical Work within Zone 1:

ZONE 1 WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$30.73	\$32.23
Journeyman Technician	\$30.73	\$32.23

ZONE 1 WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$30.73	\$32.23
Lead Foreman	\$32.23	\$33.73
Foreman	\$33.73	\$35.23
General Foreman	\$35.23	\$36.73
Field General Foreman	\$36.73	\$38.23

Apprentice Wireman... Refer to Section 5.06

ZONE 2

DESCRIPTION: Zone 2 shall include that portion of Cass, Clay, Jackson and Platte Counties in the State of Missouri, not included in Zone 1, and all of Bates, Benton, Henry, Johnson, Lafayette, and Pettis Counties in the State of Missouri.

(a) All electrical work in Zone 2 except that covered in Part (b) below.

ZONE 2 WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$30.73	\$32.23
Journeyman Technician	\$30.73	\$32.23
Lead Foreman	\$32.23	\$33.73
Foreman	\$33.73	\$35.23
General Foreman	\$35.23	\$36.73
Field General Foreman	\$36.73	\$38.23

Apprentice Wireman... Refer to Section 5.06

(b) All electrical work in Zone 2 on which the electrical labor contract does not exceed 2000 man-hours and on which there is no predetermined wage rate:

ZONE 2(b) WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$29.73	\$31.23
Journeyman Technician	\$29.73	\$31.23
Lead Foreman	\$31.23	\$32.73

Apprentice Wireman... Refer to Section 5.06

ZONE 3

DESCRIPTION: Zone 3 shall include all of Carroll, Cooper, Morgan, Ray, and

Saline Counties in the State of Missouri.

(a) *All electrical work in Zone 3 except that covered in Part (b) below:*

ZONE 3 WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$30.73	\$32.23
Journeyman Technician	\$30.73	\$32.23
Lead Foreman	\$32.23	\$33.73
Foreman	\$33.73	\$35.23
General Foreman	\$35.23	\$36.73
Field General Foreman	\$36.73	\$38.23

Apprentice Wireman... Refer to Section 5.06

(b) *All electrical work in Zone 3 on which the electrical labor contract does not exceed 2000 man-hours and on which there is no predetermined wage rate:*

ZONE 3(b) WAGE RATES	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
Journeyman Wireman	\$29.13	\$30.63
Journeyman Technician	\$29.13	\$30.63
Lead Foreman	\$30.63	\$32.13

Apprentice Wireman... Refer to Section 5.06

SECTION 5.05 Pay When Welding: A qualified Journeyman Wireman, when welding, shall receive \$.50 per hour above the Journeyman Wireman's rate of pay. When welding on overtime the following shall apply:

1½ times -- \$.75 above Journeyman Wireman's rate of pay.

2 times -- \$1.00 above Journeyman Wireman's rate of pay.

When welding prior to the lunch period, the welder shall receive a minimum of 4 hours at the welder's rate of pay. When welding after the lunch period, the welder shall receive a minimum of 4 hours at the welder's rate of pay.

SECTION 5.06 Apprentice Wage Rates: The following wage rates for Apprentice Wiremen shall be effective September 29, 2003 and shall remain in effect until August 29, 2005.

APPRENTICE WAGE STRUCTURE

PERCENT OF JOURNEYMAN RATE	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
1 st period - 40%	\$12.29	\$12.89
2 nd period - 50%	\$15.37	\$16.12
3 rd period - 60%	\$18.44	\$19.34
4 th period - 70%	\$21.51	\$22.56
5 th period - 80%	\$24.58	\$25.78
6 th period - 90%	\$27.66	\$29.01

SECTION 5.07 Wage Rates: The wage rates for Lead Foreman, Foreman, General Foreman and Field General Foreman shall be as follows:

	EFFECTIVE 9/1/03	EFFECTIVE 8/30/04
LEAD FOREMAN	\$1.50	\$1.50
FOREMAN	\$3.00	\$3.00
GENERAL FOREMAN	\$4.50	\$4.50
FIELD GENERAL FOREMAN	\$6.00	\$6.00

(NOTE: These differentials are in excess of the Journeyman Wireman rate of pay)

SECTION 5.08 Overtime Work: Insofar as is practical, when overtime work is necessary, it shall be equally and impartially divided among the various workmen on the job; however, workmen not employed on the particular job during regular working hours shall not be assigned to overtime work to replace any of the Employees on the respective job where overtime is being worked. Current overtime lists shall be made available on jobs, where requested. The Steward shall be responsible for maintaining such list.

When overtime work is necessary, after 6:30 p.m., Employees shall be allowed a thirty (30) minute dinner period; also, an additional thirty (30) minute dinner period shall be allowed in each five (5) hour period thereafter.

SECTION 5.09 Hazardous Work & Pay: Where an Employee is required to work on a swinging stage or boatswain chair and is not protected by a fail-safe cable or locking device, double the hourly rate of pay shall be paid. If a fail-safe cable or locking device is used in conjunction with the swinging stage or boatswain chair, one and one-half (1½) times the Journeyman's hourly rate shall be paid. The Employee shall be instructed as to the proper use and safety techniques of such equipment and devices.

Where an Employee is required to wear a gas mask, or where an Employee is required to work in a tunnel under pressure, or where work is performed ninety (90) feet from the ground or supporting structure and the Employee is exposed to a direct fall,

such Employee shall be paid double the Journeyman's hourly rate of pay. Apprentices shall not be required or permitted to work in such situations.

SECTION 5.10 Shift Work: When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workers on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7½) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workers on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

SECTION 5.11 Pay Week/Pay Day: The pay week shall end at 12:00 Midnight, Sunday of each week. Wages shall be paid weekly, by currency or check, by 4:30 p.m. on the following Friday, or the last regular working day of each calendar week. The Employer may offer and pay wages to an Employee by electronic payment into an account established by the Employee, provided the Employee has given written consent to the Employer authorizing such payment.

Any workman laid off or discharged shall be paid his wages immediately. In the event the above payments are not made at the times specified, waiting time at the regular straight time rate shall be charged until payment is made. The waiting time is not to exceed eight (8) hours in any one twenty-four (24) hour period. On a job employing five (5) or more workmen, the Employer shall make provisions to pay off at the job site.

When Employers provide payroll checks on banks outside the jurisdiction of the Local Union, the Local Union may require individual Employers to make arrangements for employees to cash payroll checks at a local bank.

SECTION 5.12 One Hour's Wages to Gather Tools: Any Employee reporting for work and being laid off or terminated shall receive not less than one (1) hour's wages, to permit him to gather his tools and personal belongings.

SECTION 5.13 Termination Notice: When any Employee is terminated from employment, the Employer shall give to the Employee a written Termination Notice, a copy of which shall be sent to the Office of Local Union No. 124 and the NECA Office. The Termination Notice shall state the reasons for termination as well as the effective date and time. Any dispute arising concerning such termination shall be filed within seventy-two (72) hours of such termination.

SECTION 5.14 Pay for Reporting to Shop: If an Employer or his representative requests an Employee to report to the shop for work assignment at a designated time, and he is not assigned to a job, he shall be compensated for all time he remains in the shop thereafter.

SECTION 5.15 Safe Storage of Tools: Journeymen shall be held responsible for the Employer's tools, equipment and material, providing the Employer furnishes a tool box with a proper lock or other safe place for the storing of such tools, equipment and material. Also, it shall become the Employer's responsibility to provide a safe place for the Employee's tools and clothing.

SECTION 5.16 Safe & Workmanlike Installation: Journeymen shall install all electrical work in a safe and workmanlike manner, and in accordance with the current National Electrical Code and any Local Code which may apply. In the event that the plans, specifications or job layout by the Employer would result in a violation of the above rule, the Foreman or Journeyman in charge of the job shall first consult with his Employer with regard to the same. In the event they cannot reach an agreement, the Union Representative and the Employer shall discuss the matter and if they are unable to reach agreement, the matter shall be handled as a dispute and settled in accordance with the procedure set forth in Sections 1.06, 1.07, 1.08 and 1.09 of this Agreement.

SECTION 5.17 Improper Workmanship: Journeymen shall be required to make corrections of improper workmanship for which they are responsible on their own time and during regular working hours. NECA and the Union shall be notified by the Employer before a man shall be required to correct such improper workmanship without pay. When an Employee is found in violation of this Section, the matter shall be submitted to the Local Union for appropriate action. In the event the Union and the Employer cannot agree as to the responsibility for such work, the matter shall be handled as a dispute and settled in accordance with the procedure set forth in Sections 1.06, 1.07, 1.08 and 1.09 of this Agreement.

SECTION 5.18 No Restriction of Tools/Dangerous Tools: There shall be no restriction of tools, machinery or anything simplifying electrical construction work or the erecting of equipment when erected and operated by Employees on the job; except, it shall be the right of each Employee to refuse to use dangerous tools or equipment;

however, the determination of what constitutes dangerous tools, or the use thereof, may be referred to the Labor Management Committee, whose decision will be final and binding.

SECTION 5.19 Prevailing Wage Rate for Prefabricated Items: Any pipe, service assemblies or other material necessary for the job, including hangers and brackets, not cut, bent, fabricated or assembled on the job shall be cut, bent, fabricated or assembled by Employees who receive the prevailing rate of pay covered by this Agreement. The above does not apply to factory-made standard catalog items and any variances from the above shall be resolved by the parties to this Agreement.

SECTION 5.20 Working from a Straight Ladder: No Employee shall work from a straight ladder of over fourteen (14) feet in height on public sidewalks or streets, unless said ladder is protected by another Journeyman or an Apprentice.

SECTION 5.21 Employer Provides Tools: Employers covered by this Agreement shall furnish the following list of tools for the men: Pipe working tools such as, stocks, dies, cutters, large reamers, hickey or benders, wrenches -- 18 inch or larger; hoisting equipment; gas or electric welding or cutting equipment; rubber gloves and blankets and other safety equipment; power tools, such as, electric drills, electric hammers, etc.; ladders or scaffolds, wire fishing or pulling devices; knockout punches or box cutters; tools designed solely to crimp or indent splicing devices or lugs, and expendable tools such as, drill bits, wood bits, hack saw blades, taps, files, stone and concrete points, fuel tanks for blow torches, etc. Employers shall furnish clean, sterilized helmets and leather gloves and other protective equipment required by Employees engaged in cutting and welding operations. However, if he so desires for sanitary reasons, an Employee may furnish his own helmet and gloves.

SECTION 5.22 Employer Provides Safety Equipment: All Employees shall wear hard hats and/or other Employer provided safety equipment when required to do so by the Employer. All hard hats, goggles and the first pair of safety glasses, when required, shall be furnished by the Employer at no cost to the Employee. All Employer furnished hard hats shall be returned to the Employer at the termination of the job employment; if not, the cost of the hard hat shall be paid by the Employee. On jobs where safety glass eye protection is required continuously by the Owner, the Employer may provide goggles during the first week of employment, but after one week they shall be replaced by safety glasses of the plain or prescription type, as required by the Employee when first reporting to the job. Thereafter, any special correction glasses shall be at the Employee's own expense and on his own time, except the extra cost of the safety portion only will be paid for by the Employer. Should safety glasses of either type be broken on the job, the repair shall be paid for by the Employer. Lost safety glasses shall be the responsibility of the Employee.

SECTION 5.23 Journeymen Provide Tools: Effective September 1, 1998, all persons working under this Agreement shall provide their own safety shoes where safety shoes are required by the customer. Journeymen covered by this Agreement

shall provide themselves with at least the following tools:

1 pair wire strippers – up to #10 gauge wire
Allen wrenches - up to ½"
1 pair side cutter pliers
1 pair long nose pliers
1 pair diagonal pliers
2 channel lock pliers
1 10" crescent
1 claw hammer
1 wood chisel
1 cold chisel
1 set of screw drivers: 2", 4" & 6" phillips and straight
1 plumb bob
1 center punch
1 keyhole saw
1 voltage tester, Wiggins or equivalent
1 level (not over 18")
1 6' rule
1 tap wrench
1 adjustable hacksaw frame
1 chalk line
1 pocket knife
1 100' tape measure
1 copy of latest National Electrical Code Book
Pencils
1 tool box of sufficient size to hold tools
1 flashlight

SECTION 5.24(a) Employer Provides Transportation: No traveling time shall be paid to workmen for traveling to or from any job covered by this Agreement when workmen are ordered to report on the job. Within the area covered by this Agreement, the Employer shall furnish transportation from shop to job, job to job and job to shop during regular working hours.

SECTION 5.24(b) Compensation for Moves: If an Employee uses his personal vehicle to move from shop to job, job to job or job to shop, during regular working hours, he shall be compensated at twenty-five cents (\$.25) per mile, with the exception of one transfer per day. However, an Employee shall not use his own vehicle in the service of the Employer as a condition of employment.

SECTION 5.25 Workmen Sent Outside Jurisdiction: When Employees are required to work on construction work outside of the area covered by this Agreement, the Employer shall pay all living and traveling expenses incurred by such

Employees over and above their regular and ordinary living expenses.

SECTION 5.26 Travel Time Outside Jurisdiction: Traveling time paid an Employee while traveling outside of the area covered by this Agreement shall be only that time lost during regular working hours. All holidays are to be paid at straight time while traveling.

SECTION 5.27 Two Man Rule - 440V Circuits: On all energized circuits 440 volts or over and energized equipment of 440 volts or over, two or more Journeymen must work together as a safety measure.

SECTION 5.28 Temporary Power: The installation, shifting, repairing or connecting of, or wiring for temporary lighting, heating or power in new construction or remodel work, shall be performed by workmen employed under the terms of this Agreement.

SECTION 5.29 Overtime Work on Temporary Power: If overtime work is being conducted by any trade or trades and temporary light or power are provided for the same, such wiring being of a temporary nature and not constituting part of the permanent system, a Journeyman Wireman shall install, move, repair and maintain such temporary equipment. However, the above is not to be interpreted to mean that a workman is required to remain on a standby basis if no repairs or moving of the temporary wiring is required.

SECTION 5.30 Trailer or Extension Lights: A trailer or extension light shall consist of a socket, attachment, plug and/or standard extension cord. They shall be made up and repaired by Journeyman Wiremen, but may be placed in various sockets or receptacles by the trades using them. This applies to either lighting or power appliances.

SECTION 5.31 Temporary Lights/Bridges-Signs-Safety Lights: Temporary lights for bridges or signs or safety lights for the use of a watchman or others visiting the premises may be operated by anyone.

SECTION 5.32 Sick or Injured on the Job: In the event an Employee becomes sick or is injured on the job during working hours, he shall be allowed time required to receive initial medical attention. If a sick or injured Employee is unable to travel to the doctor or hospital unattended, the Employer shall see to it that one of his representatives shall accompany him and should he be an Employee working under the provisions of this Agreement, he too, shall be allowed time to accompany the sick or injured Employee. If an Employee who is injured on the job is unable to resume work after receiving initial medical attention, he shall receive pay for the rest of the workday upon which he received his injury. No Employee shall receive more than eight (8) hours' pay at the prevailing rate of pay. In cases of doubt, the Employee shall provide the Employer with a statement from the attending physician, confirming his inability to resume work on the day in question.

SECTION 5.33 Union Policy to Promote IBEW: The policy of members of the Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by fellow members of the IBEW.

ARTICLE VI

TRUST FUNDS

SECTION 6.01 Declaration of Trust Agreements: The parties hereto have agreed to establish Declaration of Trust Agreements for the following Trust Funds:

- a) The Local Union No. 124 IBEW Annuity Trust Fund-401(k) Plan Fund.
- b) The Electrical Joint Apprenticeship and Training Trust Fund.
- c) The IBEW Local Union No. 124 Health and Welfare Trust Fund.
- d) The Local Union No. 124 IBEW Pension Trust Fund.
- e) The Local Union No. 124 IBEW Vacation and Holiday Trust Fund.

Any Employer signatory to this Agreement shall be subject to a payroll audit for verification of proper fringe benefit payments, for just cause, and only with prior approval of the Labor Management Committee.

ARTICLE VII

ANNUITY FUND - 401(k) PLAN FUND

SECTION 7.01(a) Annuity Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Local Union No. 124 IBEW-NECA Annuity and 401(k) Trust Fund, as the Annuity Plan Contribution, the amount indicated below per hour for all clock hours worked and/or paid to Employees covered by this Agreement, with the exception of first (1st) and second (2nd) period Apprentices and unindentureds. Effective on the dates indicated below, the contribution rates to the Annuity Fund will be:

EFFECTIVE 9/1/03	EFFECTIVE 8/30/04
\$2.50	\$2.50

In the case of shift work, the Annuity rate of contribution shall be as follows:

2nd shift - 8 hours of fringe payments for 7½ hours worked.

3rd shift - 8 hours of fringe payments for 7 hours worked.

SECTION 7.01(b) 401(k) Payments into Fund: All Employers subject to this Agreement shall provide each permanent Employee covered by this Agreement with the option to defer compensation to the Local Union No. 124 IBEW-NECA 401(k) Plan. Employee deferrals shall be allowed in fifty cent (\$.50) increments per hour worked, up to the lesser of fifteen percent (15%) of the Employee's hourly wage or four dollars (\$4.00) per hour. The amount deferred shall be deducted from each Employee's wages and all taxes will be calculated on the net amount of wages, i.e., wages paid less the amount of the 401(k) Plan contributions. Contributions withheld from Employee wages for purposes of the 401(k) Plan shall be paid to the Fund not later than fifteen (15) calendar days following the end of the month in which the hours are worked and deductions are made.

Upon request, the Employer shall provide to the Trustees of the Fund an accurate accounting of total wages paid and wage amounts deferred for Employees in a specific calendar year so that the Trustees may comply with applicable tax laws affecting this Fund. To comply with this provision, it is permissible for Employers to provide W-2 Forms to the Trustees or their designated representatives.

SECTION 7.02 Reciprocity: In the event of Employees temporarily working under the terms of this Agreement, and who are eligibly covered under another IBEW Annuity-401(k) Plan, the Trustees may enter into an agreement with the Employees' home Local to transfer the sum of the contributions received to their home Local to be credited to their account. However, said amount shall not exceed the Employer contribution required under the terms of this Agreement.

ARTICLE VIII

APPRENTICESHIP PAYMENTS

SECTION 8.01 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Electrical Joint Apprenticeship and Training Fund, the amount indicated below per hour for all clock hours worked and/or paid to Employees covered by this Agreement, with the exception of first and second period Apprentices and unindentureds. Effective on the dates indicated below, the contribution rates to the Electrical Joint Apprenticeship and Training Fund will be:

EFFECTIVE 9/1/03	EFFECTIVE 8/30/04
\$.60	\$.60

ARTICLE IX

HEALTH AND WELFARE PAYMENTS

SECTION 9.01 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the IBEW Local Union No. 124 Health and Welfare Trust Fund the amount indicated below for maintenance of the Health and Welfare Plan and Dental Plan for all clock hours worked and/or paid to Employees covered by this Agreement. Effective on the dates indicated below, the contribution rates to the Health & Welfare Fund will be:

EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
\$4.80	\$4.80

In the case of shift work, the Health and Welfare rate of contributions shall be as follows:

2nd shift - 8 hours of fringe payments for 7½ hours worked.

3rd shift - 8 hours of fringe payments for 7 hours worked.

SECTION 9.02 Reciprocity: In the event of Employees temporarily working under the terms of this Agreement, and who are eligibly covered under another IBEW Local Health and Welfare Plan, the Trustees may transfer a sum to their home Local to maintain their eligibility. However, said amount shall not exceed the Employer contribution required under the terms of this Agreement.

ARTICLE X

PENSION PLAN

SECTION 10.01 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Local Union No. 124 IBEW Pension Trust Fund the amount indicated below per hour for all clock hours worked and/or paid to Employees covered by this Agreement, with the exception of first and second period Apprentices and unindentureds. Effective on the dates indicated below, the contribution rates to the Pension Fund will be:

EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
\$2.85	\$2.85

Apprentices covered under Article V, Section 5.06, of the Agreement shall have their pension contributions for periods three (3) through six (6) computed on the basis of

the appropriate percentage of Journeyman Wireman step they are working under multiplied by the pension rate established therein. The computations are as follows:

APPRENTICE PERIOD	EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
3 rd Period - 60%	\$1.71	\$1.71
4 th Period - 70%	\$2.00	\$2.00
5 th Period - 80%	\$2.28	\$2.28
6 th Period - 90%	\$2.57	\$2.57

In the case of shift work, the Pension rate of contribution shall be as follows:

2nd shift - 8 hours of fringe payments for 7½ hours worked.

3rd shift - 8 hours of fringe payments for 7 hours worked.

SECTION 10.02 Reciprocity: In the event of Employees temporarily working under the terms of this Agreement, and who are eligibly covered under another IBEW Pension Plan, the Trustees may transfer a sum to their home Local to maintain their eligibility. However, said amount shall not exceed the Employer contribution required under the terms of this Agreement.

ARTICLE XI

VACATION AND HOLIDAY PLAN

SECTION 11.01 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Local Union No. 124, IBEW Vacation and Holiday Trust Fund an amount equal to seven percent (7%) of the straight time rate for all clock hours worked and/or paid to Employees covered by this Agreement, with the exception of first and second period Apprentices and unindentureds.

Vacation Fund contributions are considered taxable wage amounts to the employee. After proper withholdings have been made, the full contribution amount must be remitted to the Vacation Trust Fund.

For example, the weekly gross wages are calculated (hours X wage rate). Next, the vacation fund contribution amount is added to gross wages for calculation of proper withholdings of FICA, Federal, State, and any other taxes. After the withholdings have been made, the full vacation fund contribution amount is deducted, reported, and remitted with the other contributions on the payroll report form.

All vacation fund contributions are calculated based on the straight time wage rate amount for all hours worked, including overtime. For example, if an employee works 40 straight time hours and 3 overtime hours and 2 double time hours, then the vacation

fund contribution amount is based upon 45 hours times the straight time wage rate $(((40+3+2) \times \text{straight time wage rate})) \times \text{vacation fund contribution rate} = \text{vacation fund contribution amount}$].

ARTICLE XII

NEBF

SECTION 12.01 Payments into Fund: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

SECTION 12.02 Failure to Remit Payments: An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

SECTION 12.03 Lack of Compliance with NEBF Agreement: The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

ARTICLE XIII

UNION DEDUCTIONS

SECTION 13.01 Deduction of Working Dues: The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union

upon request by the Employer.

SECTION 13.02 Authorization to Deduct Working Dues: It shall be the responsibility of the Union to obtain the signed Authorization Form of each Employee and to forward such signed Authorization Form to the Employer.

SECTION 13.03 Deduction of Voluntary Political Funds: The Employer agrees to deduct an hourly amount (upon receipt of a voluntary written authorization), determined by the Local Union No. 124 IBEW Voluntary Political Fund, from the wages of each Employee and forward the deductions to the "Funds' Depository", along with the regular monthly benefit payments.

It is understood that the hourly amount to be deducted will be the same for all Employees. It is also understood that it is the responsibility of the Local Union to prepare and file any and all reports and filings as required by law.

SECTION 13.04 Authorization to Deduct Voluntary Political Funds: It shall be the responsibility of the Local Union to obtain the signed authorization form for each Employee and forward such signed authorization form to the Employer.

ARTICLE XIV

UNION STEWARDS

SECTION 14.01 Appointment of Union Steward: The Business Manager shall have the right to designate a Steward who shall be recognized as the Union's representative on the job. The Steward designated by the Business Manager shall be a qualified workman. Under no circumstances shall there be a nonworking Steward.

SECTION 14.02 Steward's Rights: The Steward shall not be discriminated against because of his activities in performing his duties as Steward. Stewards will be subject to discharge to the same extent that other Employees are, only after notification to the Business Manager. The Employer will permit Stewards sufficient time to perform the duties inherent to a Steward's responsibilities. Stewards will be offered available overtime work, if qualified.

SECTION 14.03 Steward Will Not Cause Work Stoppage: In no case is the Steward authorized to cause a work stoppage on any job or in any shop.

SECTION 14.04 Termination or Transfer of Steward: Prior to the termination or transfer of a Steward, a meeting shall be held, if requested by either party, between the Steward, the Foreman, the Company representative, the Local Union and NECA.

ARTICLE XV

UNION SECURITY

SECTION 15.01 Membership: All Employees in the bargaining unit who are members of the Union on the effective date of this Agreement, or any time thereafter, shall, as a condition of employment or continued employment, maintain such membership during the duration of this Agreement.

SECTION 15.02 Application for Membership: Any Employee who is not a member of the Local Union, and any Employee who is hired on or after the effective date of this Agreement, shall make application to become a member of the Local Union on or after the eighth (8th) day following the beginning of their employment, or on or after the eighth (8th) day following the effective date of this Agreement, whichever is later.

SECTION 15.03(a) Union as Sole Judge of Applicants: The Union shall be the sole judge of the qualifications of any applicant for membership to the Union and shall not be required to accept into membership any Employee making application. Such applicant shall be under a continuing obligation under the terms and provisions of this paragraph to keep in full force and effect his responsibility to apply for membership as a condition of further employment from and after the first eight (8) days following the beginning of employment under this Agreement. This shall be a continuing obligation on the part of all Employees within the bargaining unit covered by this Agreement as a condition of continued employment under this Agreement, and the Union shall have the sole prerogative of deciding when it shall take such applicant into membership, and shall not have waived this right by failure or refusal to accept into membership such applicant during his continued employment.

SECTION 15.03(b) Supplemental Training: If, based on the results of a Journeyman Wireman examination, it is the judgment of the Executive Board of the Local Union that supplemental training in one or more aspects of the trade is warranted, or if performance while in the employ of one or more signatory employers following initial registration in Groups I or II justifies such a conclusion by the Executive Board, then a course of upgrade studies and/or training may be prescribed and continued eligibility for registration in Groups I or II will be contingent upon satisfactory completion of the course of upgrade studies and/or training. Should such an individual fail or refuse to satisfactorily pursue and/or complete the prescribed course of upgrade studies and/or training, then the Executive Board of the Local Union will be empowered to reclassify and refer the individual to the IBEW-NECA Joint Apprenticeship and Training Committee for enrollment in the Apprenticeship Program at the appropriate apprenticeship level, with corresponding wages and benefits.

Individuals certified as an Inside Journeyman Wireman by any IBEW-NECA Joint Apprenticeship and Training Committee shall not be subject to examination by the Local Union.

SECTION 15.04 Requirements Not Applicable Where Prohibited by State

Law: The above requirements shall not apply where prohibited by State Law.

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 15.05 Non-Discrimination: The Employers and the Union agree that they will not discriminate against any Employee or applicant for employment because of race, creed, color, sex, age or National Origin; and they will comply with all provisions of Executive Order 11246, the Rules, Regulations and relevant Orders of the Committee on Equal Employment Opportunity, established by the President of the United States.

ARTICLE XVI

REFERRAL PROCEDURE

SECTION 16.01 Orderly Procedure of Referral: In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the Employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 16.02 Exclusive Source of Referrals: The Union shall be the sole and exclusive source of referral of applicants for employment.

SECTION 16.03 Employer's Right to Reject: The Employer shall have the right to reject any applicant for employment.

SECTION 16.04 Non-Discrimination Clause: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 16.05 Register of Applicants - Groups I through IV: The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience

in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

SECTION 16.06 Temporary Employees: If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "Temporary Employees."

SECTION 16.07 Replacement of Temporary Employees: The Employer shall notify the Business Manager promptly of the names and social security numbers of such "Temporary Employees" and shall replace such "Temporary Employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 16.08 Normal Construction Labor Market: "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

STATE OF MISSOURI:

All of the following Counties: Bates, Benton, Carroll, Cass, Clay, Cooper, Henry, Jackson, Johnson, Lafayette, Morgan, Pettis, Platte, Ray and Saline.

STATE OF KANSAS:

All of the following Counties: Johnson, Leavenworth, Linn, Miami and Wyandotte.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

SECTION 16.09 Resident: "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

SECTION 16.10 Examination: "Examination" -- An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

SECTION 16.11 Out of Work List: The Union shall maintain an "Out of Work List" which shall list the applicants within each **Group** in chronological order of the dates they register their availability for employment.

SECTION 16.12 Thirty-Day Renew: An applicant who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

SECTION 16.13 40 Hours' Work or Less: An applicant who is hired and who receives through no fault of his own, work of forty (40) hours or less, shall upon re-registration be restored to his appropriate place within his **Group**.

SECTION 16.14 Referral of Applicants: Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in **Group I** in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in **Group II**, then **Group III** and then **Group IV**. Any applicant who is rejected by the Employer shall

be returned to his appropriate place within his **GROUP** and shall be referred to other employment in accordance with the position of his **GROUP** and his place within his **GROUP**.

SECTION 16.15 Exceptions for Special Skills: The only exception, which shall be allowed in this order of referral, is as follows:

a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

b) The age ratio clause in the Agreement calls for the employment of an additional Employee or Employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall first be exhausted before such overage reference can be made.

SECTION 16.16 Appeals Committee: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

SECTION 16.17 Duties of Committee: It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Sections 16.04 through 16.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 16.18 Inspection of Referral Procedure Records: A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 16.19 Posting of Referral Procedures: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 16.20 Employment Procedures for Apprentices: Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

SECTION 16.21 Reverse Order of Layoff: When making a reduction in the number of Employees due to lack of work, Employers shall use the following procedure.

a) Temporary Employees, if any are employed, shall be laid off first. Then Employees in **Group IV** shall be laid off next, if any are employed in this **Group**. Next to be laid off are Employees in **Group III**, if any are employed in this **Group**, then those in **Group II** and then those in **Group I**.

b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 16.15(a) is required.

c) Supervisory Employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to a status of Journeyman, they will be slotted in the appropriate **Group** in Paragraph (a) above.

ARTICLE XVII

ADMINISTRATIVE MAINTENANCE FUND

SECTION 17.01 Administrative Maintenance Fund: All Employers signatory to this Labor Agreement shall contribute an amount for all clock hours worked and/or paid to Employees under this Agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the collective bargaining Agreement, grievance handling and other management duties and responsibilities in this Agreement. These monies will not be used to the detriment of the Local Union or the IBEW. Payment will be made on a monthly basis and submitted along with the monthly report, which is due by the fifteenth (15th) of the following month. The Fund is to be administered solely by the Chapter. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Chapter and not the Local Union.

SECTION 17.02 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Administrative Maintenance Fund the sum of fifteen cents (\$.15) per hour for all clock hours worked and/or paid to Employees covered by this Agreement for the first 75,000 man-hours worked in a calendar year for each individual Employer. For all hours paid to Employees in excess of 75,000 man-hours in a calendar year for each individual Employer, the contribution rate shall be ten cents (\$.10) per hour.

ARTICLE XVIII

LABOR MANAGEMENT COOPERATIVE COMMITTEE

SECTION 18.01 Labor Management Cooperation Committee: The parties agree to participate in the Labor Management Cooperation Committee, or its successor,

which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29U.S.C. § 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 1947, 29U.S.C. § 186(c)(9). The purposes of this Committee includes the following:

1. To improve communications between representatives of Labor and Management;
2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
5. To sponsor programs which improve job security, enhance economic and community development and promote the general welfare of the community and the industry;
6. To enhance the involvement of workers in making decisions that affect their working lives;
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To do any and all other lawful activities authorized under the Act.

The Committee shall function as provided in its Agreement, Declaration of Trust, any amendments thereto and any other of its governing documents. Employers making contributions shall be entitled to participate therein. The Employers signatory to this collective bargaining Agreement shall contribute an amount per hour worked under this Agreement on a monthly basis to the Labor Management Cooperation Committee, due on or before the fifteenth (15th) day of the following month.

SECTION 18.02 Payments into Fund: All Employers subject to this Agreement shall pay monthly to the Labor Management Cooperation Committee the amount indicated below per hour for all clock hours worked and/or paid to Employees covered by this Agreement. Effective on the dates indicated below, the contribution rates to the Labor Management Cooperation Committee will be:

EFFECTIVE 9/29/03	EFFECTIVE 8/30/04
\$.16	\$.16

ARTICLE XIX

NATIONAL LABOR MANAGEMENT COOPERATION FUND

SECTION 19.01 National Labor Management Cooperation Fund: The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 1947, 29 U.S.C. § 186(c)(9). The purposes of this Fund include the following:

1. To improve communication between representatives of labor and management;
2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development and promote the general welfare of the community and the industry;
6. To encourage and support the initiation and operation of similarly constituted *local labor management cooperation committees*;
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To enhance the involvement of workers in making decisions that affect their working lives; and

10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 19.02 Payments into Fund: The Local Labor Management Cooperation Committee shall pay monthly to the National Labor Management Cooperation Fund the sum of one cent (\$.01) per hour from hourly contributions received by the Local LMCC up to a maximum of 150,000 hours per Employer, per year.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XX

AGREEMENT ON EMPLOYEE PORTABILITY

The Employer and Union agree to be bound to the terms of, and hereby adopt as part of this agreement, all of the terms of the Agreement on Employee Portability between the International Brotherhood of Electrical Workers and the National Electrical Contractors Association effective January 1, 1997, and all amendments and revisions thereto.

ARTICLE XXI

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNATURES

**SIGNED FOR THE KANSAS CITY
DIVISION, KANSAS CITY CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.:**

**SIGNED FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION NO. 124,
AFL-CIO:**

**Jerry W. Root
President**

**Rudy Chavez
President**

**Donald B. Dawson
Chapter Manager**

**Maurice T. Livingston, Jr.
Business Manager**

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

**APPROVED
INTERNATIONAL OFFICE – IBEW**

Edwin D. Hill, International President

This approval does not make the International a party to this Agreement.

**THE GEOGRAPHICAL AND TRADE JURISDICTION CONSISTS OF THE COUNTIES
AND /OR TOWNSHIPS LISTED BELOW:**

State of Missouri:

*All of the following Counties: Bates, Benton, Carroll, Cass, Clay,
Cooper, Henry, Jackson, Johnson, Lafayette, Morgan, Pettis,
Platte, Ray, and Saline.*

State of Kansas:

*All of the following counties: Johnson, Leavenworth, Linn, Miami
and Wyandotte.*